



DEPARTMENT OF NATURAL RESOURCES

09/23/10

BID PROPOSAL

432-2214-UORP/11-001

BLACK BAY & QUARANTINE BAY 2010 SURVEY

**LOCATION & ASSESSMENT OF UNDERWATER OBSTRUCTIONS
PLAQUEMINES & ST. BERNARD PARISHES**

Bid Opening Date: 10/26/10

NOTICE TO BIDDERS

Sealed bids will be opened and publicly read by the Department of Natural Resources, 617 North 3rd Street, 12th Floor, Room 1263, Baton Rouge, Louisiana at 11:00 AM on **October 26, 2010** for the following:

Bid Proposal Number: 432-2214-UORP/11-001

Title: BLACK BAY & QUARANTINE BAY 2010 SURVEY

Location & Assessment of Underwater Obstructions, Plaquemines and St. Bernard Parishes

(See Attached Map - Attachment "C")

This bid is being solicited under the provisions of the Underwater Obstruction Removal Program established by Act 666 of 1997. **Only bidders on the approved list of contractors by October 11, 2010 shall be considered.**

Bidder agrees bid shall be good for a period of sixty (60) calendar days of the bid opening.

The successful bidder (contractor) will be required to execute a performance bond or deliver a letter of credit in the full amount of the contract.

IMPORTANT

Bidder must return entire bid proposal package with signature page and with exceptions noted. Bidders must use the specified forms available in the bid proposal package. Bids must be filled out with ink or typewritten and signed in ink. Any alteration, erasure or correction must be initialed by signer of the bid, failure to do so may cause your bid to be rejected.

Bid must be returned in Special Bid Envelope. Bidder is to include company name and completed return address on the outside of bid envelope. In the event of bulky material, the Special Bid Envelope must be firmly affixed to the mailing envelope.

Failure to comply with these instructions may result in bid being rejected.

BIDS MUST BE HAND DELIVERED WITH RECEIPT GIVEN OR SENT BY REGISTERED OR CERTIFIED MAIL (WITH RETURN RECEIPT). BIDDER SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY TO THE LOCATION DESIGNATED ON THE BID RETURN ENVELOPE FOR RECEIPT OF BIDS.

PROPOSAL NUMBER: 432-2214-UORP/11-001
BID OPENING DATE: October 26, 2010

Dept. of Natural Resources
Purchasing Section
617 N. 3rd St., 12th Floor, Room 1263
Baton Rouge, Louisiana 70802

PROJECT: Furnish all labor, materials, tools and equipment necessary for the Project as per plans, drawings and specifications prepared by the agency.

The undersigned, in compliance with your invitation for bids for the project listed above, having examined the specifications and related documents and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the above mentioned project within the time set forth herein and for the price stated below.

The Lump Sum Total Price stated shall include all permits and governmental fees, licenses, and inspections, and all sales, consumer use and taxes of any other nature of kind whatever arising from or pertaining to the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.

Refer to Section 7: Breakdown of Lump Sum Total. Each hang site must be bid separately. All hang sites listed must be included. The Lump Sum is the total of all individual bids for each hang site.

BASE BID: I/We propose to furnish all materials and perform all work as described in the specifications and related documents for the sum of:

LUMP SUM TOTAL \$ _____

(WORDS AND FIGURES)

See: (Section 7 – ‘BREAKDOWN OF LUMP SUM TOTAL’)

NOTE: Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two the written amount shall govern.

LOUISIANA CONTRACTORS' LICENSE NO. _____
NAME (PRINT OR TYPE) _____
TITLE (PRINT OR TYPE) _____
SIGNATURE _____
FIRM NAME _____
ADDRESS (St./Box) _____
CITY, STATE, ZIP _____
PHONE(____) _____ FAX(____) _____
EMAIL ADDRESS _____

It is not necessary to return "NO-BID" packages for Underwater Obstruction Projects.

COMPLETION DATE: The undersigned guarantees completion of project as per base bid in 60 calendar days from the date of 'Notice to Proceed'. If the contractor fails to complete work within the specified 60 days, the contractor may be assessed a penalty of 1/2% of the contract amount for each day work has not been completed. This will be at the discretion of DNR. The dollar amount of the penalty shall be deducted from the 90% payment once the project is complete. Work is considered complete once all hang sites have been located and assessed and/or an attempt to locate and assess all hang sites has been made and a suitable report is submitted to DNR. An extension of time may be granted if in DNR's opinion, weather conditions or other conditions beyond the contractors control forced a delay.

IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTORS' LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000.00 OR MORE (AND \$1.00 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED). ALL BIDS NOT IN COMPLIANCE WITH THIS REQUIREMENT SHALL BE AUTOMATICALLY REJECTED AND NOT READ. FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID. (Bids must be submitted under the name which the La. State Licensing Board for Contractors has issued the contractor's license. Do not submit under dba names)

Bid proposal form, information and specifications may be obtained from the Purchasing Section, Dept. of Natural Resources, P.O. Box 44362 (or 617 N. 3rd Street, 12th floor), Baton Rouge, LA 70802, or by calling 225/342-4535 or 225/342-5524.

No bids will be received after the date and hour specified. The right is reserved to reject any and all bids and to waive any informalities.

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of the bid opening. Information pertaining to completed files may be secured by visiting the Department of Natural Resources during normal working hours. Written bid tabulations will not be furnished unless requested.

NOTE: INCLUDE COMPLETE FIRM NAME AND RETURN ADDRESS ON THE BID RETURN ENVELOPE.

SIGNATURE AUTHORITY: In accordance with L.R.S. 39: 1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS, INSTRUCTIONS, POLICIES AND PROCEDURES

ADDENDA:

The contractor must attach all addenda to his bid or otherwise acknowledge the receipt of same.

WITHDRAWAL OF BIDS:

The contractor agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening.

AFFIDAVIT:

Successful contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR" in compliance with Title 38, Section 2224.

CONTRACT, FINANCIAL ASSURANCE:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted within ten (10) days after notice from the Dept. of Natural Resources.

The undersigned further agrees, if awarded the contract, to execute and deliver to the Dept. of Natural Resources prior to execution of contract, a Performance Bond with Power of Attorney or to deliver a Letter of Credit in an amount equal to 100% of the contract amount, all as outlined in Attachment 'A'.

Failure to execute a contract and provide Financial Assurance in the specified time may result in rejection of contractors bid. If rejected, the Agency has the option to award the contract to the next lowest bidder.

RECORDATION CERTIFICATE:

Contractor shall upon receipt of executed contract, financial assurance documents, and purchase order, record contract and financial assurance documents with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Department of Natural Resources. This certificate must be received before any invoices on this project can be processed. The expense for this is the responsibility of the contractor.

PAYMENT:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price shall be paid to contractor.

ACCEPTANCE:

Upon completion of the work to the satisfaction of the Dept. of Natural Resources, a Notice of Acceptance of Work will be executed by the Dept. of Natural Resources and forwarded to the contractor for recording with the Clerk of Court in the parish in which the work has been performed. Contractor shall furnish to the Dept. of Natural Resources a Clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Upon receipt, final payment of ten percent (10%) of the Contract Price will be made.

NON-DISCRIMINATION:

The Dept. of Natural Resources does not discriminate on the basis of race, color, national origin, sex, disability, age or sexual orientation; and requires its contractors, subcontractors, and suppliers to comply with this commitment.

MINORITY/WOMAN OWNED:

If your organization is a Minority-Owned Enterprise, please send supporting documentation. This information is required for the purpose of reporting to Federal Funding Agencies. Send info to Department of Natural Resources, Purchasing Section, Attn: Judy LeBourgeois, PO. Box 44362, Baton Rouge, LA 70804-4362 or e-mail: Judy.LeBourgeois@LA.GOV

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Section 1

INTRODUCTION

The Louisiana Department of Natural Resources (DNR) seeks bids to locate, identify and assess the hang site(s)/underwater obstruction(s) contained in the scope of work to gain information for possible future removal of same. One obstruction has also been determined to be a twelve (12) inch pipeline which is causing an intermittent sheen. As an interim measure, DNR is also seeking installation of a pipe clamp on this line.

Section 2

INSTRUCTIONS FOR BIDDERS/CONTRACTORS

1. The bid price shall be submitted as a LUMP SUM quote for the complete scope of work including but not limited to:
 - \$ Personnel
 - \$ Management / Supervision
 - \$ Equipment
 - \$ Engineering
 - \$ Mobilization and demobilization
 - \$ Permitting
 - \$ Logistics relating to personnel, equipment, or any other costs associated with support services
 - \$ Materials and supplies
 - \$ Weather and local interference
2. Bidders are to note that their lump sum bid shall be inclusive of any and all qualifications, clarifications, and/or exceptions the bidder may have. Any qualifications, clarification, or exceptions may disqualify the bid.
3. All third party services utilized, equipment rented, or expendables used shall be paid directly by the contractor and included in the contractor's lump sum bid price.
4. Bidders shall submit the name, address, phone number, and Federal Tax I.D. number of each proposed subcontractor. Bidders shall also submit a description of the nature of the work and approximate dollar value of each subcontractor as well as what percentage of the total contract each subcontractor is performing.
5. DNR does not have a contractual relationship with any subcontractors. DNR is not obligated to pay or see that a subcontractor is paid for the work he performs. The contractor is responsible for their subcontractors acts or omissions.
6. Bidders are notified that no explosives shall be allowed while carrying out the scope of work.
7. Bidders shall submit their detailed proposed procedures to carry out the scope of work contained in this bid document. Failure to do so will result in bid being rejected.

8. Contractor is responsible for all mobilization and demobilization of personnel, equipment, materials, and supplies.
9. The contractor shall be responsible for the planning and execution of all assessment activities described in the scope of work.
10. No work outside the scope of the bid award may be performed unless approved by Change Order. See Section 3 for change order procedures.
11. The contractor shall be responsible for notifying the landowners of any property used for ingress and egress prior to the commencement of work. The contractor shall notify the landowners at least 24 hours prior to commencement of work.
12. If the contractor fails to commence work within the time specified in the 'Notice to Proceed', the contractor may either be assessed a penalty of 1/2% of the contract amount for each day work has not commenced or the bid will be awarded to the next low bidder. This will be at the discretion of DNR. The dollar amount of the penalty shall be deducted from the final payment once the project is complete. 'Commence work' begins when equipment is on the first obstruction location.
13. Once work commences, the contractor shall be responsible for submitting a daily report on all work performed. These reports shall be submitted to the Baton Rouge Office by fax or email each morning by 9:00 AM for the work performed the preceding day. Fax 225-342-2584. Email: chris.sandoz@la.gov
14. Once work commences, there shall not be more than a 24 hour lapse in work without the written consent of the Commissioner of Conservation; with the exception of weekends if the contractor does not plan to work weekends. If an unauthorized lapse of 24 hours or more occurs, the contractor shall be assessed a penalty of 1/2% of the contract amount for each day work is not being performed. The dollar amount of the penalty shall be deducted from the final payment once the project is complete.
15. Contractor guarantees completion of project as per base bid within 60 calendar days.
16. Bidder shall have a valid contractor's license as required by the Louisiana State Licensing Board for Contractors.
17. DNR shall make available for contractors review any information that it has on the obstructions at their request.
18. DNR shall not be responsible for missing information required by the bidders.
19. Should it be determined at any time during assessment work that site conditions vary significantly from those described in the bid proposal, the LDNR reserves the right to delete the site from the project and compensate the contractor for work performed up to the point the site was omitted from the project. This

compensation shall be negotiated in good faith between the contractor and LDNR based upon reasonable industry standards or charges. In the event the price cannot be agreed upon, the Commissioner shall set a fair price for the work and materials at issue and his decision shall be binding upon all parties concerned.

20. Contractor agrees to indemnify and hold harmless LDNR from all liabilities and cost of defense obligations resulting from acts of negligence by the Contractor.
21. The role of the LDNR personnel during the assessment activities is to ensure that work is being performed in accordance with the approved scope of work. LDNR personnel will not to provide any type of guidance or direction to the contractor or the contractor's subcontractors regarding the routes of ingress or egress to/from the site(s).
22. Contractors shall be responsible to ensure safe operations at all times and shall provide the proper materials, labor and equipment to safely perform the scope of work contained in this bid document. As the job requires, personal protective equipment for hearing, face, head, respiratory protection and fall protection shall be considered for use to protect personnel. Personnel and subcontractors should be properly trained in relation to their job duties. Additionally, pre-job safety meetings that include all affected personnel, including subcontractors, should be held to review responsibilities for the operations to be performed. Suitable fire-extinguishing equipment shall be on site during all operations. Telephone numbers, location, and other relevant information pertaining to availability of medical personnel, transportation, and medical facilities shall be available and a first aid kit shall also be on location. Any unsafe act/practice observed by an agent of the Office of Conservation during scope of work activities may result in the immediate cessation of work activities.
23. Any questions related to this bid shall be submitted in writing to the attention of Chris Sandoz by email to chris.sandoz@la.gov or by fax to (225) 342-2584. Deadline for questions is close of business 15 days prior to bid opening. No other questions will be answered after this time.

Section 3

CHANGE ORDER PROCEDURES

A Change Order consists of additions, deletions, or other revisions to the scope of work and may be requested or initiated by the contractor or DNR. All requests for a Change Order shall be submitted in writing by the Contractor outlining specific factual conditions necessitating issuance of a Change Order. Oral communication shall not be acceptable except in the case of an emergency where the proposed work must be performed immediately. No work relating to the requested Change Order shall be performed without a properly executed Change Order signed by the Contractor and the Commissioner of Conservation or in the event of an emergency verbal authority being granted by the Commissioner.

Except in the event of an emergency, the scope of work and the price shall be entered on the Change Order form. In the event of an emergency, the contractor shall schedule a meeting with the Commissioner at the earliest possible time to discuss and agree upon a price for this change in work. Once a price is agreed upon, an Emergency Change Order shall be completed and signed by both the Commissioner and Contractor. In the event the price cannot be agreed upon, the Commissioner shall set a fair price for the work and materials at issue and his decision shall be binding upon all parties concerned.

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in his possession prior to the work being performed a properly executed Change Order form giving him the authorization to proceed with the extra work.

Section 4

DEFINITIONS

1. PROCEDURES: A detailed description of the work plan by which the contractor intends to carry out the scope of work.
2. LUMP SUM: A firm and inflexible quote that should allow for any foreseen conditions that may alter or change the projected intent, the like of but not limited to: procedures, schedules, methods, equipment, personnel, materials, logistics.
3. THE WORK: The scope of work described in this bid document and included in the lump sum price.
4. CONTRACTOR: The successful bidder to perform the scope of work described in this document.
5. SITE: The water bottoms and obstructions as described in the Scope of Work.
6. SUBCONTRACTOR: Any individual, firm, partnership, corporation, or combination of the two or more firms or corporations acting jointly, that are bound contractually to the contractor to perform portions of the work.

7. MOBILIZATION: The period of time that covers all activities and costs from the time the contractor and DNR agree to start the work until the time the work commences at the work site.
8. DEMOBILIZATION: The period of time that covers all activities and costs from the time the work is completed until the time all personnel, equipment, material, debris and the like have left the work site.
9. WEATHER DELAY: water conditions that are too rough to safely perform work.
10. HANG SITE: The location of a suspected obstruction.
11. UNDERWATER OBSTRUCTION: Any object listed for assessment.
12. PERMITTING: The process of securing authority to perform the work and access the work sites, including obtaining any and all federal, state and local permits (i.e. Coastal Use Permit) that may be required.
13. DNR: Department of Natural Resources

Section 5

INFORMATION BIDDERS ARE REQUIRED TO SUBMIT WITH BID PROPOSAL

1. This entire bid package.
2. Any addendum(s) related to this bid proposal.
3. Specific project procedures, with sufficient detail for DNR to determine if the procedure is acceptable, to carry out the scope of work. This must be set forth by the bidders, even if the same procedures as set forth in the bid proposal are utilized. If DNR determines the proposed procedures are not acceptable, then bid may be rejected.
4. List of subcontractors.
5. Work hours (ex. 12 hr work days, Monday thru Friday).
6. Specific list of equipment and personnel required to perform the scope of work. Any changes in equipment or personnel after contract is awarded must be approved by DNR. If DNR determines that the equipment and/or personnel is not adequate, then the bid may be rejected.
7. Only the successful bidder will be required to submit a current insurance certificate at the time the bid is awarded. The certificate must meet the requirements outlined in Attachment 'A'.

Section 6

SCOPE OF WORK

1. Project Description

To locate, identify, and assess the reported obstructions using diver(s) at the following locations for information which will aid in the future removal of same. One hang point has also been determined to be a twelve (12) inch pipeline which is causing an intermittent sheen. As an interim measure, DNR is also seeking installation of a pipe clamp on this line.

2. Assessment Activities

Each obstruction will be located, identified, and assessed to determine as much of the following information as possible to aid in future removal:

- 1) Obstruction physical description (object type, size, composition, weight, etc.)
- 2) Obstruction location using differential GPS
- 3) Water depth
- 4) Best possible ingress and egress routes including water depth
- 5) Estimated removal cost
- 6) Owner/Responsible party

In addition to the information above, obstructions determined to be flowlines or pipelines shall be assessed to determine as much of the following information as possible to aid in future removal:

- 1) Pipeline status (active/inactive, pressure)
- 2) Pipeline type (gas, oil, etc.)
- 3) Length of exposed pipeline
- 4) Pipeline route and termination point

If after performing diver search covering at least a 300 foot radius and contractor has made a reasonable attempt to locate an obstruction selected for assessment, but it can not be found, then contractor may abandon the assessment effort for that obstruction.

3. Abatement Activities

Obstruction number 1 is a twelve (12) inch pipeline which has a pin hole leak that is causing an intermittent sheen. A makeshift buoy was attached to the line in close proximity to the leak. The contractor is to locate the leak and supply and install a pipeline clamp over same.

3. Obstructions

(SEE ATTACHED MAP)

Number	Description	Obstruction Depth	Latitude	Longitude
0708-0095	UNKNOWN	3'	29.652633	-89.544600
0708-0102	UNKNOWN	5'	29.554033	-89.534450
0708-0129	UNKNOWN	6'	29.644983	-89.553367
0708-0131	UNKNOWN	7'	29.641833	-89.573500
0809-0125	PROBABLY A PIPE	UNKNOWN	29.549667	-89.534500
0910-0032	UNKNOWN	4.8'	29.601033	-89.546633
0910-0110	UNKNOWN	7'	29.630550	-89.551450
0910-0125	UNKNOWN	3-4'	29.652717	-89.551133
1	12" PIPE	6-7'	29.431388	-89.516111

4. Transportation of DNR Personnel

DNR may provide one (1) state representative to accompany CONTRACTOR during assessment activities. Upon request, marine transportation for DNR representatives will be provided to and from nearest marina by contractor each day. Pickup and return times to nearest marina will be at the discretion of the state representatives.

5. Contractor Reporting

After completion of work, a report must be submitted. The information specified in Section 6.1 is to be reported for each obstruction that is assessed. All information listed in Section 6.1 which could not be determined is to be noted along with reasons for same.

Section 7**BREAKDOWN OF LUMP SUM TOTAL**

<u>ITEM NUMBER</u>	<u>COST</u>
0708-0095	\$_____
0708-0102	\$_____
0708-0129	\$_____
0708-0131	\$_____
0809-0125	\$_____
0910-0032	\$_____
0910-0110	\$_____
0910-0125	\$_____
0708-0131	\$_____
1	\$_____
TOTAL*	\$_____

Bidder must enter a bid amount on all items. Failure to do so may eliminate your bid from consideration. Partial bids for incomplete Scope of Work are not acceptable.

Bidder must supply the information required on Section 5. Failure to do so, may eliminate your bid from consideration.

ATTACHMENT 'A'

FINANCIAL ASSURANCE REQUIREMENTS

The Contractor shall furnish Financial Assurances for one hundred per cent (100%) of the amount of the contract for the faithful performance of his contract.

PERFORMANCE BOND

The performance bond shall be secured by a Surety or Insurance Company currently on the United States Department of the Treasury Financial Management Service List of approved bonding companies and in accordance with the restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. R.S. 38:2216 (2) requires that a bond shall be countersigned by a Louisiana licensed agent authorized to represent the Surety Company writing the bond and who is residing in this State.

LETTER OF CREDIT

Letter of credit in sole favor of the Department of Natural Resources in a form prescribed by the Secretary or Assistant Secretary issued by a financial institution acceptable to the Secretary or Assistant Secretary. (R.S. 30:92).

ATTACHMENT 'B'

INSURANCE REQUIREMENTS **CERTIFICATE OF INSURANCE**

1. GENERAL LIABILITY

- A. Minimum limits of \$5,000,000 per occurrence.
- B. BI/PD/Contractual/Products - Completed Operations/OCP.
- C. Additional insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents, and employees are to be included as additional insured with respect to any work done by the Insured under contract.
- D. Water craft Exclusion deleted or evidence of Protection & Indemnity insurance in minimum amount of \$5,000,000 in either instance.
- E. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.

2. WORKERS' COMPENSATION

- A. Statutory coverage and Employers Liability.
- B. Protection & Indemnity/Jones Act - Maritime in minimum amount of \$5,000,000 for crew
- C. Employers Liability minimum limits of \$1,000,000.
- D. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- E. Longshoremen & Harbor Workers coverage including 905 (b).
- F. Outer Continental /shelf Lands Act Endorsement
- G. Maritime/Jones Act coverage including TWMC/Transportation, Wages, Maintenance, and Cure.

3. AUTOMOBILE LIABILITY

- A. Minimum limits of \$1,000,000 per occurrence.
- B. Owned/Non Owned/Hired Automobiles.
- C. Additional Insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officer, directors, agents and employees are to be included as additional insured with the respect to any work done by the insured under contract.
- D. Waiver of Subrogation in favor of: The State of Louisiana, All State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.

4. PROTECTION & INDEMNITY

- A. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents, and employees with respect to any work done by the Insured under contract.
- B. Additional Insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees are to be included as additional insured with the respect to any work done by the insured under contract.
- C. Minimum limits of \$5,000,000 to include Crew/TWMC.
- D. 'As owner of the vessel' phrase deleted.
- E. Any phrase purporting to limit the underwriter's liability to value of vessel or to that of an owner be deleted.

5. If not covered by general liability

- F. Pollution Liability including Clean Up
- G. Underground Resources
- H. Broad Form Property damage

ATTACHMENT 'C' – MAP

